



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

E-5
9-1-00

REPLY TO THE ATTENTION OF

C-14J

SEP 01 2000

Mr. Dennis P. Reis, Esq.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, WI 53202

Mr. Marcus A. Martin, Esq.
Bartlit Beck Herman Palenchar & Scott
511 16th Street
Suite 700
Denver CO 80202

Mr. Dustin Ordway, Esq.
Miller, Johnson, Snell & Cumiskey, P.L.C.
Calder Plaza Building
250 Monroe Avenue NW, Suite 800
P.O. Box 306
Grand Rapids, MI 49501

Re: NL Industries/Taracorp Site
De minimis Settlement

Dear Sirs:

Enclosed please find a draft proposed *de minimis* administrative consent order for the above-referenced Site. The proposed *de minimis* group includes persons who contributed less than 1% and more than .002% of the waste to the Site. Approximately 291 persons fall within this *de minimis* group. U.S. EPA intends to provide all persons within these parameters an opportunity to participate in a *de minimis* settlement pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g). Under the enclosed draft consent order, each *de minimis* party would resolve its liability with respect to the NL Industries/Taracorp Site based on a payment that reflects that party's volumetric contribution to total Site waste plus a 20 % premium.

Before finalizing the proposed *de minimis* administrative consent order and distributing it to the large group of *de minimis* parties, U.S. EPA invites your comment upon this proposed order. Comments may be provided either in writing or at a future meeting if you choose. If a meeting is requested, U.S. EPA requests that each interested representative attend the same meeting. U.S. EPA would like to distribute a final settlement proposal to *de minimis* parties as soon as possible. Accordingly, we request that you provide any comments as soon as possible, and in any case within four weeks from the date of this letter.

EPA Region 5 Records Ctr.



258736

Also enclosed for your information are two other items. One is a letter from U.S. EPA summarizing the results of U.S. EPA's evaluation of Central Regional Laboratory activities relating to the NL Industries/Taracorp Site. This letter sets forth the basis for U.S. EPA's conclusion that no work at this Site was performed by analysts under investigation for improper laboratory procedures. In addition, I have enclosed a letter from U.S. DOJ summarizing the government's position that the recent "recycling" amendment to CERCLA do not relieve potentially responsible parties of any liability with respect to the NL Industries/Taracorp Site. .

I have addressed this letter to Dennis and Dustin as representatives of the settling group and the *de minimis* group, respectively. If I may, I am requesting that you please distribute this within your respective groups as you deem appropriate.

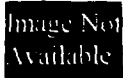
Please feel free to contact me if you have any questions or comments or if you would like to schedule a meeting to discuss the proposed *de minimis* order.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Larry L. Johnson', written in a cursive style.

Larry L. Johnson
Associate Regional Counsel

bcc: Steven Willey, DOJ
Brad Bradley, OSF
Sheri Bianchin, OSF
Jan Loughlin, ORC



U.S. Department of Justice

Environment and Natural Resources Division

JMG: SJW

90-11-3-608A

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone (202) 514-2807
Facsimile (202) 514-0097
email: steven.willey@usdoj.gov

August 31, 2000

To: distribution list (attached)

Re: **NL Industries Superfund Site**
Granite City, Illinois

The purpose of this letter is to advise you that the United States is preparing to offer a settlement to *de minimis* parties who wish to resolve potential liability relating to the NL Industries/Taracorp Superfund site located in Granite City, Illinois. Within the next 45 days, the United States Environmental Protection Agency plans to circulate to *de minimis* parties a draft administrative order on consent that will incorporate terms of the proposed *de minimis* settlement.

As you may know, recent amendments to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") create a new exemption from Superfund liability for certain recycling transactions. On November 29, 1999, the President signed the Superfund Recycling Equity Act of 1999 (Pub. L. No. 106-113, 113 Stat. 1501). The Act amends CERCLA by adding a new Section 127, which concerns recycling transactions. Under Section 127(a)(1) of CERCLA, as amended, persons who entered into certain arrangements for recycling of "recyclable materials" are not subject to liability under Section 107(a)(3) and (4) of CERCLA, with respect to such material. For purposes of CERCLA § 127, "recyclable material" is defined to include spent batteries, including spent lead-acid batteries, spent nickel-cadmium batteries, as well as scrap metal. CERCLA § 127(b). The Act makes clear that persons seeking the exemption bear the burden of demonstrating that they meet specified criteria and are eligible for the exemption. Further, the amendment contains a new Section 127(i) which states that the new exemption "shall not affect any . . . pending judicial action initiated by the United States prior to enactment. . . ."

The United States filed a judicial action asserting claims under CERCLA relating to the NL Industries/Taracorp site in 1991. That action, styled *United States v. NL Industries, et al.*, C.A. No. 91-CV578-JLF, remains pending in the Southern District of Illinois. Pursuant to the case management order issued by the district court, issues concerning liability of responsible parties have been deferred pending resolution of issues relating to the remedy for the site. The case management order explicitly stayed all third-party claims until after resolution of remedy issues and granted defendants leave to file third-party claims following completion of the remedy phase of the litigation.

The United States has lodged with the district court a proposed Consent Decree that would

resolve claims against some, but not all, of the defendants in *United States v. NL Industries, et al.* Pursuant to this settlement, the Settling Defendants have assumed responsibility for completing EPA's selected remedy for the Site, and these parties have already incurred substantial expenses in connection with implementation of remedial work. In addition, the Settling Defendants committed in the proposed Consent Decree to reimburse approximately \$9 million of EPA's past response costs relating to this Site.¹ In recognition of Settling Defendants' contributions toward cleanup of the Site, the proposed Consent Decree contemplates that the United States will make available to Settling Defendants the proceeds of any settlements that the United States reaches with parties who contributed *de minimis* amounts of waste to the NL Industries/ Taracorp Site.

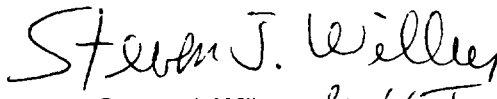
At this time, the United States is prepared to resume discussions with *de minimis* parties who wish to resolve potential liability relating to the NL Industries/Taracorp Site.

Because the exemptions provided by the Superfund Recycling Equity Act do not affect pending judicial actions initiated by the United States, such as *United States v. NL Industries, et al.*, C.A. No. 91-CV578-JLF (S.D. Ill.), any *de minimis* PRPs who are added as parties in the liability phase of the pending action may have continued exposure to CERCLA liability. Of course, parties who sent any materials to the Site that do not qualify as "recyclable materials," and parties who are unable to demonstrate one or more elements of the new exemptions also would face continued CERCLA liability, either in the pending action or in separate proceedings. Accordingly, *de minimis* parties may wish to participate in negotiating settlements that would resolve potential liability of *de minimis* parties and provide such parties with contribution protection. *De minimis* parties may wish to consult with experienced environmental counsel before making any decision to proceed.

Interested *de minimis* parties may wish to contact Dustin Ordway, who serves as liaison counsel for a group of *de minimis* parties in ongoing settlement discussions with the United States relating to the NL Industries/Taracorp site. Mr. Ordway can be reached at Miller, Johnson, Snell & Cumiskey 250 Monroe Avenue, N.W., Suite 800, P.O. Box 306, Grand Rapids, MI 49501-0306 (616) 831-1706 .

Thank you for your consideration of this matter and please feel free to call Larry Johnson at EPA Region 5 at (312) 886-6609 or me at (202) 514-2807 with any questions you might have.

Very truly yours,


Steven J. Willey *by CCJ*

cc: Distribution List Attached

¹ In a comment on the proposed Consent Decree, Settling Defendants have urged the United States to reopen terms of the settlement and forgive reimbursement of past costs. The United States will respond to this comment before seeking entry of the pending Consent Decree.

**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

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**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

IN THE MATTER OF:

NL INDUSTRIES/TARACORP
SUPERFUND SITE
GRANITE CITY, MADISON
AND VENICE, ILLINOIS

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA Docket No. _____

**ADMINISTRATIVE ORDER
ON CONSENT**

I. JURISDICTION

1. This Administrative Order on Consent is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

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2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents"). Each Respondent agrees to undertake all actions required by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 6922(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607,

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for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private parties, to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

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b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

h. "Parties" shall mean EPA and the Respondents.

i. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

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j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

k. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

l. "Site" shall mean the NL Industries/Taracorp Superfund Site located in Granite City, Madison, and Venice, Illinois, as depicted in Appendix A of this Consent Decree, and additional residential areas where lead has come to be located in concentrations greater than 500 parts per million as a result of smelting operations conducted at the former lead smelter located at 16th Street and Cleveland Boulevard, Granite City, Illinois, as identified in the remedial design. The Site includes the property, not including any buildings, currently owned or operated by Metallico, Inc. located at 16th Street and Cleveland Boulevard, Granite City, Illinois; properties, not including buildings, adjacent to the Metallico property, currently owned or operated by the First Granite City National Bank Trust No. 454 (now known as the Magna Trust Company), Rich Oil Company, and BV&G Transport Company (formerly Tri-City Trucking); approximately 100 square blocks of residential property as depicted in Appendix A; and certain fill locations in Granite City, Madison, and Venice, Illinois and adjacent areas, as depicted in Appendix B.

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m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

IV. STATEMENT OF FACTS

6. The NL Industries/Taracorp Superfund Site is located in Granite City, Madison and Venice Illinois. National Lead, Inc., and for a short time Taracorp, owned and operated a lead smelter which incorporated spent lead-acid batteries in its smelting operations. Smelter operations caused lead particulates to be released to the air and deposited generally in nearby areas in concentrations which posing an imminent and substantial endangerment to human health. In addition, lead-contaminated battery casing chips from smelter facility were used as fill and paving materials in various residential areas within the Site. The Site was placed on the NPL on June 10, 1986. 51 Fed. Reg. 21054. Remedial action has been performed in the past by EPA and is being conducted presently by a group of PRPs. Response actions include removal of lead located in residential areas, removal of battery chips that had been used for fill in residential areas, and capping a waste pile.

7. Hazardous substances have been or are threatened to be released at or from the Site.

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8. As a result of the release or threatened release of hazardous substances, EPA and PRPs have undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. These response actions include, without limitation, residential soil lead removal, remediation of various battery fill areas, and capping a waste pile.

9. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

10. Each Respondent listed on Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent.

11. The amount of hazardous substances contributed to the Site by each Respondent does not exceed 1% of the hazardous substances at the Site, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic

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or of significantly greater hazardous effect than other hazardous substances at the Site.

12. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties is approximately \$65 million. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of this total amount. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of hazardous substances owned or possessed by such persons at the Site, or who accepted hazardous substances for transport to the Site. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The NL Industries/Taracorp Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened "release" caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

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VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within 30 days of the Effective Date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix C to this Consent Order.

16. Each Respondent's payment includes an amount for:

a) past response costs incurred at or in connection with the Site;

b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Respondents' payments are based.

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17. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 05W8, and the EPA docket number for this action, and shall be sent to:

EPA Superfund, NL Industries/Taracorp Site Special Account

U.S. Environmental Protection Agency - Region 5
Program Accounting and Analysis Branch
P.O. Box 70753
Chicago, IL 60673

18. At the time of payment, each Respondent shall send notice that such payment has been made to:

Larry L. Johnson
U.S. EPA, Office of Regional Counsel
77 West Jackson Boulevard, C-14J
Chicago, IL 60604

Of the total amount to be paid pursuant to this Consent Order, 100% shall be deposited in the NL Industries/Taracorp Site Special Account within the EPA Hazardous Substances Superfund to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the National Lead (Taracorp) Special Account shall be transferred by EPA to the EPA Hazardous Substance Superfund.

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VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

20. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

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b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

X. COVENANT NOT TO SUE BY UNITED STATES

21. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon:

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a. the satisfactory performance by Respondent of all obligations under this Consent Order; and

b. the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and their successors in interest, and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

22. The covenant not to sue by the United States set forth in Paragraph 21 does not pertain to any matters other than those expressly specified in Paragraph 21. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to:

a. liability for failure to meet a requirement of this Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or

d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order.

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23. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 1% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANT NOT TO SUE BY RESPONDENTS

24. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§

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9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

25. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 CFR 300.700(d).

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. In any subsequent administrative or judicial proceeding

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initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 21.

29. The Parties agree that each Respondent is entitled, as of the Effective Date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site.

XIV. PARTIES BOUND

30. This Consent Order shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any

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change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents.

"Appendix B" is the map of the Site.

"Appendix C" is the payment schedule.

XVI. PUBLIC COMMENT

32. This Consent Order shall be subject to a public comment

**NL Industries/Taracorp Superfund Site
De Minimis Settlement**

period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

33. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

34. The Effective Date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

**NL Industries/Taracorp Superfund Site
De Minimis Settlement**

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____

Francis X. Lyons
Regional Administrator,
Region 5

[Date]

**NL Industries/Taracorp Superfund Site
De Minimis Settlement**

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of **[insert U.S. EPA docket number]**, relating to the NL Industries/Taracorp Superfund Site in Granite City, Madison and Venice, Illinois:

FOR RESPONDENT: _____

[Name]

[Address]

By: _____

[Name]

[Date]

National Lead Industries, Inc. (Taracorp)
 Administrative Order On Consent
De Minimis Settlement

APPENDIX I

**NL /
 Taracorp
 Industries
 DE MINIMUS
 SETTLING
 GROUP**

| Rank- Order | Generator Name | Contribution in Pounds | Volume Contribution in Percentage | Settling Amount | Premium Settling Amount |
|----------------|--------------------------------|---------------------------|---|-----------------|----------------------------|
| | | | | | 20.00% |
| 27 | Vince Jacks Iron & Metal | 4,142,581.00 | 0.88127 | \$264,381.00 | \$52,876.20 |
| 28 | Shostak Iron & Metal Co., Inc. | 3,532,745.00 | 0.75154 | \$225,462.00 | \$45,092.40 |
| 29 | Wadell Brothers Metal Company | 3,318,080.00 | 0.70587 | \$211,761.00 | \$42,352.20 |
| 30 | Lissner Corporation | 3,201,075.00 | 0.68098 | \$204,294.00 | \$40,858.80 |
| 31 | Morris Tick Co. Inc. | 2,947,510.00 | 0.62704 | \$188,112.00 | \$37,622.40 |
| 32 | McKinley Iron Company | 2,945,237.00 | 0.62656 | \$187,968.00 | \$37,593.60 |

National Lead Industries, Inc. (Taracorp)
Administrative Order On Consent
De Minimis Settlement

| | | | | | |
|----|--|--------------|---------|--------------|-------------|
| 33 | Central Iron & Metal Company | 2,630,632.00 | 0.55963 | \$167,889.00 | \$33,577.80 |
| 34 | Versatile Metals | 2,524,169.00 | 0.53698 | \$161,094.00 | \$32,218.80 |
| 35 | ABF Metal Company | 2,484,693.00 | 0.52858 | \$158,574.00 | \$31,714.80 |
| 36 | Commercial Metals Company | 2,429,042.00 | 0.51674 | \$155,022.00 | \$31,004.40 |
| 37 | Del Rich Battery & Metal Company | 2,391,740.00 | 0.50881 | \$152,643.00 | \$30,528.60 |
| 38 | Feinberg Bros. | 2,361,466.00 | 0.50237 | \$150,711.00 | \$30,142.20 |
| 39 | Seidenfeld & Son Iron & Metal | 2,344,695.00 | 0.49880 | \$149,640.00 | \$29,928.00 |
| 40 | Sol Tick & Company dba/ Herb Tick Inc. | 2,269,973.00 | 0.48290 | \$144,870.00 | \$28,974.00 |
| 41 | Interstate Battery Systems of America | 2,252,470.00 | 0.47918 | \$143,754.00 | \$28,750.80 |
| 42 | Springfield Battery Company | 2,220,312.00 | 0.47234 | \$141,702.00 | \$28,340.40 |
| 43 | Ford Motor Company | 2,039,840.10 | 0.43395 | \$130,185.00 | \$26,037.00 |
| 44 | Chanen's, Inc. | 1,980,209.00 | 0.42126 | \$126,378.00 | \$25,275.60 |
| 45 | Sure-Start Battery | 1,959,100.00 | 0.41677 | \$125,031.00 | \$25,006.20 |
| 46 | G. & M. Scrap Metal | 1,863,309.00 | 0.39639 | \$118,917.00 | \$23,783.40 |
| 47 | United Scrap Lead Company, Inc. | 1,861,110.00 | 0.39592 | \$118,776.00 | \$23,755.20 |
| 48 | Shanke Metals, Inc. | 1,850,684.00 | 0.39371 | \$118,113.00 | \$23,622.60 |
| 49 | Grossman Iron & Steel Company | 1,815,320.00 | 0.38618 | \$115,854.00 | \$23,170.80 |
| 50 | Imperial Smelting Corporation | 1,696,871.00 | 0.36098 | \$108,294.00 | \$21,658.80 |
| 51 | K. W. Battery | 1,638,853.00 | 0.34864 | \$104,592.00 | \$20,918.40 |
| 52 | Modine Manufacturing Company | 1,548,712.00 | 0.32947 | \$98,841.00 | \$19,768.20 |
| 53 | J. Solomon & Sons | 1,534,835.00 | 0.32651 | \$97,953.00 | \$19,590.60 |
| 54 | Leslie Cooper Battery & Metal Company | 1,512,820.00 | 0.32183 | \$96,549.00 | \$19,309.80 |
| 55 | Reynolds Electric | 1,503,286.00 | 0.31980 | \$95,940.00 | \$19,188.00 |
| 56 | O'Dell Iron & Metal Company | 1,481,601.00 | 0.31519 | \$94,557.00 | \$18,911.40 |
| 57 | Bob Keller Batteries Warehouse | 1,420,040.00 | 0.30209 | \$90,627.00 | \$18,125.40 |
| 58 | Madewell Metals Corporation | 1,384,227.00 | 0.29447 | \$88,341.00 | \$17,668.20 |
| 59 | Mid-Missouri Metals | 1,383,210.00 | 0.29426 | \$88,278.00 | \$17,655.60 |
| 60 | M. Ruben Metal Company, Inc. | 1,341,860.00 | 0.28546 | \$85,638.00 | \$17,127.60 |
| 61 | Ace Battery Incorporated | 1,271,730.00 | 0.27054 | \$81,162.00 | \$16,232.40 |
| 62 | Gary's Metal | 1,231,175.00 | 0.26191 | \$78,573.00 | \$15,714.60 |
| 63 | Inland Metals Refining Company | 1,198,329.00 | 0.25493 | \$76,479.00 | \$15,295.80 |
| 64 | Farmland | 1,195,854.00 | 0.25440 | \$76,320.00 | \$15,264.00 |
| 65 | Chrysler Corporation | 1,167,541.00 | 0.24838 | \$74,514.00 | \$14,902.80 |
| 66 | M. Gervich & Sons, Inc. | 1,122,125.00 | 0.23872 | \$71,616.00 | \$14,323.20 |

National Lead Industries, Inc. (Taracorp)
Administrative Order On Consent
De Minimis Settlement

| | | | | | |
|----|---|--------------|---------|-------------|-------------|
| 67 | Electro Battery Manufacturing Co. | 1,105,680.00 | 0.23522 | \$70,566.00 | \$14,113.20 |
| 68 | M. S. Kaplan Company | 1,083,733.00 | 0.23055 | \$69,165.00 | \$13,833.00 |
| 69 | Rosen Metals, Inc. | 1,038,405.00 | 0.22091 | \$66,273.00 | \$13,254.60 |
| 70 | C. & D. Battery dba/ C & D Charter Power | 1,024,088.00 | 0.21786 | \$65,358.00 | \$13,071.60 |
| 71 | Active Metal Company | 1,003,513.00 | 0.21348 | \$64,044.00 | \$12,808.80 |
| 72 | Tom Lewis Salvage | 985,405.00 | 0.20963 | \$62,889.00 | \$12,577.80 |
| 73 | Shanfeld Bros. Metal Company | 901,272.00 | 0.19173 | \$57,519.00 | \$11,503.80 |
| 74 | Otto Lerche Firestone | 900,500.00 | 0.19157 | \$57,471.00 | \$11,494.20 |
| 75 | Diversified Metals Corporation | 887,637.00 | 0.18883 | \$56,649.00 | \$11,329.80 |
| 76 | W. R. Lewis Supply Company | 887,215.00 | 0.18874 | \$56,622.00 | \$11,324.40 |
| 77 | Rex Curtsinger, Sr. | 860,540.00 | 0.18307 | \$54,921.00 | \$10,984.20 |
| 78 | Salvage Battery & Lead Co. | 856,870.00 | 0.18229 | \$54,687.00 | \$10,937.40 |
| 79 | Delhi Battery & Supply | 829,998.40 | 0.17657 | \$52,971.00 | \$10,594.20 |
| 80 | Madison Scale | 828,440.00 | 0.17624 | \$52,872.00 | \$10,574.40 |
| 81 | B. C. Battery | 792,240.00 | 0.16854 | \$50,562.00 | \$10,112.40 |
| 82 | J. C. Penny | 777,320.00 | 0.16536 | \$49,608.00 | \$9,921.60 |
| 83 | National Metal Company | 762,494.00 | 0.16221 | \$48,663.00 | \$9,732.60 |
| 84 | Ball Metal & Chemical | 759,839.00 | 0.16164 | \$48,492.00 | \$9,698.40 |
| 85 | Sadoff Iron & Metal | 755,138.00 | 0.16064 | \$48,192.00 | \$9,638.40 |
| 86 | Stanley Toeppen | 732,130.00 | 0.15575 | \$46,725.00 | \$9,345.00 |
| 87 | Bill's Salvage | 724,522.00 | 0.15413 | \$46,239.00 | \$9,247.80 |
| 88 | Bert Bollinger | 716,680.00 | 0.15246 | \$45,738.00 | \$9,147.60 |
| 89 | A. Tenenbaum | 664,652.00 | 0.14139 | \$42,417.00 | \$8,483.40 |
| 90 | Bell City Battery Company | 664,305.80 | 0.14132 | \$42,396.00 | \$8,479.20 |
| 91 | Metro Metals Recyclers | 647,035.00 | 0.13765 | \$41,295.00 | \$8,259.00 |
| 92 | Old Ironsides, Inc. | 640,600.00 | 0.13628 | \$40,884.00 | \$8,176.80 |
| 93 | Graham Metal Corporation | 640,060.00 | 0.13616 | \$40,848.00 | \$8,169.60 |
| 94 | Delta Metals | 625,231.00 | 0.13301 | \$39,903.00 | \$7,980.60 |
| 95 | Western Auto | 623,850.00 | 0.13271 | \$39,813.00 | \$7,962.60 |
| 96 | Standard Storage Battery Company | 596,681.00 | 0.12694 | \$38,082.00 | \$7,616.40 |
| 97 | Calvert's Scrapyard, Inc. | 584,050.00 | 0.12425 | \$37,275.00 | \$7,455.00 |
| 98 | La Salle Steel Compay | 582,769.00 | 0.12398 | \$37,194.00 | \$7,438.80 |
| 99 | Reeves Scrap Metal | 567,580.00 | 0.12074 | \$36,222.00 | \$7,244.40 |

National Lead Industries, Inc. (Taracorp)
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|-----|---|------------|---------|-------------|------------|
| 100 | Ramak Industries | 559,508.00 | 0.11903 | \$35,709.00 | \$7,141.80 |
| 101 | Overland Metals, Inc. | 548,704.00 | 0.11673 | \$35,019.00 | \$7,003.80 |
| 102 | Northern Metals, Inc. | 542,803.00 | 0.11547 | \$34,641.00 | \$6,928.20 |
| 103 | Kemco Metal Processing | 527,166.00 | 0.11215 | \$33,645.00 | \$6,729.00 |
| 104 | Cash's Scrap Metal & Iron | 521,260.00 | 0.11089 | \$33,267.00 | \$6,653.40 |
| 105 | Aaron Ferer & Sons Company | 508,397.00 | 0.10815 | \$32,445.00 | \$6,489.00 |
| 106 | General Waste Products | 478,676.00 | 0.10183 | \$30,549.00 | \$6,109.80 |
| 107 | Slesnick Iron & Metal | 477,820.00 | 0.10165 | \$30,495.00 | \$6,099.00 |
| 108 | Roth Brothers | 476,796.00 | 0.10143 | \$30,429.00 | \$6,085.80 |
| 109 | Metal Recycling Corporation | 456,025.00 | 0.09701 | \$29,103.00 | \$5,820.60 |
| 110 | Top Metal Buyers dba/ Eighth & Trendly Metals | 456,011.00 | 0.09701 | \$29,103.00 | \$5,820.60 |
| 111 | H. Brecker & Son | 416,188.00 | 0.08854 | \$26,562.00 | \$5,312.40 |
| 112 | Max Schwartzman & Sons, Inc. | 389,983.00 | 0.08296 | \$24,888.00 | \$4,977.60 |
| 113 | Olin Corporation | 384,080.00 | 0.08171 | \$24,513.00 | \$4,902.60 |
| 114 | H. Brown Company, Inc. | 380,940.00 | 0.08104 | \$24,312.00 | \$4,862.40 |
| 115 | Sioux City Compressed Steel | 370,070.00 | 0.07873 | \$23,619.00 | \$4,723.80 |
| 116 | Billiton Metals, Inc. | 355,608.00 | 0.07565 | \$22,695.00 | \$4,539.00 |
| 117 | West End Hide & Fur | 344,220.00 | 0.07323 | \$21,969.00 | \$4,393.80 |
| 118 | Houston Salvage | 336,560.00 | 0.07160 | \$21,480.00 | \$4,296.00 |
| 119 | Okon Iron & Metal Company | 334,947.00 | 0.07125 | \$21,375.00 | \$4,275.00 |
| 120 | Kamen Iron & Metal Company | 329,820.00 | 0.07016 | \$21,048.00 | \$4,209.60 |
| 121 | Fundamental Metal and Mineral Corp. | 325,159.00 | 0.06917 | \$20,751.00 | \$4,150.20 |
| 122 | Pet, Inc. | 319,054.00 | 0.06787 | \$20,361.00 | \$4,072.20 |
| 123 | Afram Brothers Company | 299,010.00 | 0.06361 | \$19,083.00 | \$3,816.60 |
| 124 | Marco Steel Supply | 283,900.00 | 0.06040 | \$18,120.00 | \$3,624.00 |
| 125 | Amax Inc. / Amax Lead & Zinc | 282,721.00 | 0.06014 | \$18,042.00 | \$3,608.40 |
| 126 | Willoughby Iron & Waste Materials Co. | 282,540.00 | 0.06011 | \$18,033.00 | \$3,606.60 |
| 127 | Johnson Metal Company | 272,970.00 | 0.05807 | \$17,421.00 | \$3,484.20 |
| 128 | Price Watson | 265,870.00 | 0.05656 | \$16,968.00 | \$3,393.60 |
| 129 | Ace Comb Company | 264,913.00 | 0.05636 | \$16,908.00 | \$3,381.60 |
| 130 | Western Gun & Supply | 259,803.00 | 0.05527 | \$16,581.00 | \$3,316.20 |
| 131 | William S. Lasich & Sons | 242,780.00 | 0.05165 | \$15,495.00 | \$3,099.00 |
| 132 | Sol Alman Company | 242,534.00 | 0.05160 | \$15,480.00 | \$3,096.00 |

National Lead Industries, Inc. (Taracorp)
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|-----|------------------------------------|------------|---------|-------------|------------|
| 133 | Pielet Brothers Scrap Iron & Metal | 241,740.00 | 0.05143 | \$15,429.00 | \$3,085.80 |
| 134 | Young Radiator Company | 235,467.40 | 0.05009 | \$15,027.00 | \$3,005.40 |
| 135 | GT Metals | 235,420.00 | 0.05008 | \$15,024.00 | \$3,004.80 |
| 136 | Rich Battery & Metal Company | 234,190.00 | 0.04982 | \$14,946.00 | \$2,989.20 |
| 137 | Jerry Prather | 226,600.00 | 0.04821 | \$14,463.00 | \$2,892.60 |
| 138 | Pequea Battery Company | 226,535.00 | 0.04819 | \$14,457.00 | \$2,891.40 |
| 139 | Shapiro Sales Company | 216,193.00 | 0.04599 | \$13,797.00 | \$2,759.40 |
| 140 | A. Edelstein & Sons | 210,870.00 | 0.04486 | \$13,458.00 | \$2,691.60 |
| 141 | Staab Battery | 209,001.00 | 0.04446 | \$13,338.00 | \$2,667.60 |
| 142 | Atlas Industries | 205,171.00 | 0.04365 | \$13,095.00 | \$2,619.00 |
| 143 | Galaxy Metals | 201,869.00 | 0.04294 | \$12,882.00 | \$2,576.40 |
| 144 | Kasmar Metals, Inc. | 210,470.00 | 0.04286 | \$12,858.00 | \$2,571.60 |
| 145 | Cedartown Industries | 200,000.00 | 0.04255 | \$12,765.00 | \$2,553.00 |
| 146 | Schwartz Metal Processors & Trade | 199,090.00 | 0.04235 | \$12,705.00 | \$2,541.00 |
| 147 | U.S. Scrap & Metal Company | 196,854.00 | 0.04188 | \$12,564.00 | \$2,512.80 |
| 148 | Anderson Steel, Inc. | 194,248.00 | 0.04132 | \$12,396.00 | \$2,479.20 |
| 149 | Gateway E-Z Go | 188,260.00 | 0.04005 | \$12,015.00 | \$2,403.00 |
| 150 | Bob Bernstein | 171,920.00 | 0.03657 | \$10,971.00 | \$2,194.20 |
| 151 | Elden R. Erikson & Sons, Inc. | 168,780.00 | 0.03591 | \$10,773.00 | \$2,154.60 |
| 152 | Fisher Steel & Supply Co. | 165,805.00 | 0.03527 | \$10,581.00 | \$2,116.20 |
| 153 | Prime Battery Sales | 165,720.00 | 0.03525 | \$10,575.00 | \$2,115.00 |
| 154 | Mike Asfoor & Sons | 163,840.00 | 0.03485 | \$10,455.00 | \$2,091.00 |
| 155 | H. S. Kaplan Scrap Iron & Metal | 162,974.00 | 0.03467 | \$10,401.00 | \$2,080.20 |
| 156 | Houston Scrap | 160,000.00 | 0.03404 | \$10,212.00 | \$2,042.40 |
| 157 | Peltz Brothers | 160,000.00 | 0.03404 | \$10,212.00 | \$2,042.40 |
| 158 | Ohio New & Rebuilt | 160,000.00 | 0.03404 | \$10,212.00 | \$2,042.40 |
| 159 | Asarco | 160,000.00 | 0.03404 | \$10,212.00 | \$2,042.40 |
| 160 | Ft. Dodge Iron & Metal Co. | 159,271.00 | 0.03388 | \$10,164.00 | \$2,032.80 |
| 161 | Ruben Metal Co., Inc. | 155,866.00 | 0.03316 | \$9,948.00 | \$1,989.60 |
| 162 | St. Louis Law Printing Company | 155,601.00 | 0.03310 | \$9,930.00 | \$1,986.00 |
| 163 | Lefton Iron & Metal | 153,505.00 | 0.03266 | \$9,798.00 | \$1,959.60 |
| 164 | Kavanaugh Salvage | 152,280.00 | 0.03240 | \$9,720.00 | \$1,944.00 |
| 165 | Murphysboro Iron & Metal | 149,760.00 | 0.03186 | \$9,558.00 | \$1,911.60 |
| 166 | Larry Goad & Company | 145,034.00 | 0.03085 | \$9,255.00 | \$1,851.00 |

National Lead Industries, Inc. (Taracorp)
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| | | | | | |
|-----|---|------------|---------|------------|------------|
| 167 | A. O. Smith Corporation | 144,625.00 | 0.03077 | \$9,231.00 | \$1,846.20 |
| 168 | Henry Rautbort | 143,250.00 | 0.03047 | \$9,141.00 | \$1,828.20 |
| 169 | Mardians Inc. | 142,936.00 | 0.03041 | \$9,123.00 | \$1,824.60 |
| 170 | Benjamin Air Rifle | 135,161.00 | 0.02875 | \$8,625.00 | \$1,725.00 |
| 171 | Bill Bergmeyer | 130,620.00 | 0.02779 | \$8,337.00 | \$1,667.40 |
| 172 | Macco Industries | 128,855.00 | 0.02741 | \$8,223.00 | \$1,644.60 |
| 173 | Peoria Battery | 128,084.00 | 0.02725 | \$8,175.00 | \$1,635.00 |
| 174 | Standard Lead Co., Inc. | 126,080.00 | 0.02682 | \$8,046.00 | \$1,609.20 |
| 175 | Berlinski & Sons | 125,668.00 | 0.02673 | \$8,019.00 | \$1,603.80 |
| 176 | Fleenor Battery Wholesale Inc. | 125,120.00 | 0.02662 | \$7,986.00 | \$1,597.20 |
| 177 | World Metal Buyers | 124,980.00 | 0.02659 | \$7,977.00 | \$1,595.40 |
| 178 | J. Trockman & Sons | 122,993.00 | 0.02616 | \$7,848.00 | \$1,569.60 |
| 179 | Miller Compressing Company | 122,402.00 | 0.02604 | \$7,812.00 | \$1,562.40 |
| 180 | West Kentucky Battery, Inc. | 122,080.00 | 0.02597 | \$7,791.00 | \$1,558.20 |
| 181 | Douglas Battery Manufacturing Company | 121,840.00 | 0.02592 | \$7,776.00 | \$1,555.20 |
| 182 | Gachman Metals Company | 121,760.00 | 0.02590 | \$7,770.00 | \$1,554.00 |
| 183 | Aetna Metals | 119,430.00 | 0.02541 | \$7,623.00 | \$1,524.60 |
| 184 | Price Metal | 118,300.00 | 0.02517 | \$7,551.00 | \$1,510.20 |
| 185 | Diamond Scrap Yard | 117,930.00 | 0.02509 | \$7,527.00 | \$1,505.40 |
| 186 | Scheer Shooting Supplies | 115,549.00 | 0.02458 | \$7,374.00 | \$1,474.80 |
| 187 | Morrimet, Inc. | 112,320.00 | 0.02389 | \$7,167.00 | \$1,433.40 |
| 188 | Northwestern Bell Telephone Company dba/ U S West Communications | 112,280.00 | 0.02389 | \$7,167.00 | \$1,433.40 |
| 189 | S-G Metals Industries, Inc. | 110,340.00 | 0.02347 | \$7,041.00 | \$1,408.20 |
| 190 | Master Metals | 110,000.00 | 0.02340 | \$7,020.00 | \$1,404.00 |
| 191 | Southwestern Bell Telephone Company | 107,508.00 | 0.02287 | \$6,861.00 | \$1,372.20 |
| 192 | Charles W. Johnson | 103,145.00 | 0.02194 | \$6,582.00 | \$1,316.40 |
| 193 | GSA | 100,000.00 | 0.02127 | \$6,381.00 | \$1,276.20 |
| 194 | Wicks Organ Company | 93,655.00 | 0.01992 | \$5,976.00 | \$1,195.20 |
| 195 | Schuster Metals, Inc. | 85,940.00 | 0.01828 | \$5,484.00 | \$1,096.80 |
| 196 | Battery Headquarters | 85,900.00 | 0.01827 | \$5,481.00 | \$1,096.20 |
| 197 | Senser Metal Company | 85,460.00 | 0.01818 | \$5,454.00 | \$1,090.80 |
| 198 | Bill's Auto Parts | 84,008.00 | 0.01787 | \$5,361.00 | \$1,072.20 |
| 199 | Intra-American Metals | 82,710.00 | 0.01760 | \$5,280.00 | \$1,056.00 |

National Lead Industries, Inc. (Taracorp)

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| | | | | | |
|-----|---|-----------|---------|------------|------------|
| 200 | Parks Iron & Metal | 82,465.00 | 0.01754 | \$5,262.00 | \$1,052.40 |
| 201 | Continental Commodities | 81,920.00 | 0.01743 | \$5,229.00 | \$1,045.80 |
| 202 | Acme Iron & Metal Co. | 81,760.00 | 0.01739 | \$5,217.00 | \$1,043.40 |
| 203 | Baker Iron & Metal | 81,680.00 | 0.01738 | \$5,214.00 | \$1,042.80 |
| 204 | V. H. Holmes & Sons | 81,580.00 | 0.01735 | \$5,205.00 | \$1,041.00 |
| 205 | Dura Built Auto | 81,320.00 | 0.01730 | \$5,190.00 | \$1,038.00 |
| 206 | Milwaukee Scrap Metal Co. | 81,195.00 | 0.01727 | \$5,181.00 | \$1,036.20 |
| 207 | Industrial Electrical Equipment Co. | 80,395.00 | 0.01710 | \$5,130.00 | \$1,026.00 |
| 208 | Bomgars Supply | 80,000.00 | 0.01702 | \$5,106.00 | \$1,021.20 |
| 209 | Harold Rodick | 80,000.00 | 0.01702 | \$5,106.00 | \$1,021.20 |
| 210 | Battery Salvage | 80,000.00 | 0.01702 | \$5,106.00 | \$1,021.20 |
| 211 | Superior Companies, Inc. | 80,000.00 | 0.01702 | \$5,106.00 | \$1,021.20 |
| 212 | Metram, Inc. | 79,020.00 | 0.01681 | \$5,043.00 | \$1,008.60 |
| 213 | E. J. Pfeifer Iron & Metal | 78,930.00 | 0.01679 | \$5,037.00 | \$1,007.40 |
| 214 | Behr Metals/Division of Joe Behr & Sons | 78,595.00 | 0.01672 | \$5,016.00 | \$1,003.20 |
| 215 | Tech-Sil, Inc. | 75,000.00 | 0.01596 | \$4,788.00 | \$957.60 |
| 216 | Cerro Copper & Brass Company | 73,310.00 | 0.01560 | \$4,680.00 | \$936.00 |
| 217 | North Brook Sports Club | 72,712.00 | 0.01547 | \$4,641.00 | \$928.20 |
| 218 | Beckner Iron & Metal | 72,020.00 | 0.01532 | \$4,596.00 | \$919.20 |
| 219 | Mallin Brothers Company | 66,968.00 | 0.01425 | \$4,275.00 | \$855.00 |
| 220 | Duggan Industries | 66,480.00 | 0.01414 | \$4,242.00 | \$848.40 |
| 221 | Don Hibbler | 65,505.00 | 0.01394 | \$4,182.00 | \$836.40 |
| 222 | Wallach Iron & Metal Company | 64,965.00 | 0.01382 | \$4,146.00 | \$829.20 |
| 223 | Stanford Linear Accelerator | 64,671.00 | 0.01376 | \$4,128.00 | \$825.60 |
| 224 | Westerville Creamery Company | 61,844.00 | 0.01316 | \$3,948.00 | \$789.60 |
| 225 | Vivo Iron & Metal | 59,475.00 | 0.01265 | \$3,795.00 | \$759.00 |
| 226 | C.L. Downey Company | 54,969.00 | 0.01169 | \$3,507.00 | \$701.40 |
| 227 | Campbell Soup | 54,007.00 | 0.01149 | \$3,447.00 | \$689.40 |
| 228 | Bryan Mfg. | 53,784.00 | 0.01144 | \$3,432.00 | \$686.40 |
| 229 | Acro Sales & Engineering, Inc. | 51,516.00 | 0.01096 | \$3,288.00 | \$657.60 |
| 230 | New Castle Junk Company | 48,600.00 | 0.01034 | \$3,102.00 | \$620.40 |
| 231 | Chicago Battery | 48,000.00 | 0.01021 | \$3,063.00 | \$612.60 |
| 232 | Briggs Used Auto Parts | 46,280.00 | 0.00985 | \$2,955.00 | \$591.00 |
| 233 | Bruco Battery Company, Inc. | 45,888.00 | 0.00976 | \$2,928.00 | \$585.60 |

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| 234 | Luria Brothers & Co. | 45,850.00 | 0.00975 | \$2,925.00 | \$585.00 |
| 235 | Kansas City Battery Company | 45,220.00 | 0.00962 | \$2,886.00 | \$577.20 |
| 236 | Crown Battery | 45,180.00 | 0.00961 | \$2,883.00 | \$576.60 |
| 237 | Redfield Iron & Metal | 44,960.00 | 0.00956 | \$2,868.00 | \$573.60 |
| 238 | Inter City Metal Company | 44,904.00 | 0.00955 | \$2,865.00 | \$573.00 |
| 239 | Ashley Salvage | 44,880.00 | 0.00955 | \$2,865.00 | \$573.00 |
| 240 | West End Iron & Metal Company | 44,695.00 | 0.00951 | \$2,853.00 | \$570.60 |
| 241 | L. Kahn & Sons | 44,300.00 | 0.00942 | \$2,826.00 | \$565.20 |
| 242 | Belson Scrap and Steel | 44,060.00 | 0.00937 | \$2,811.00 | \$562.20 |
| 243 | Lopez Scrap Metal, Inc. | 44,040.00 | 0.00937 | \$2,811.00 | \$562.20 |
| 244 | Eli Rosenman | 43,700.00 | 0.00930 | \$2,790.00 | \$558.00 |
| 245 | M. Katch | 43,380.00 | 0.00923 | \$2,769.00 | \$553.80 |
| 246 | Discount Battery Sales | 43,300.00 | 0.00921 | \$2,763.00 | \$552.60 |
| 247 | School of the Ozarks | 43,280.00 | 0.00921 | \$2,763.00 | \$552.60 |
| 248 | Consolidated Waste Material Co., Inc. | 43,080.00 | 0.00916 | \$2,748.00 | \$549.60 |
| 249 | Kennecott Refining Corporation | 42,470.00 | 0.00903 | \$2,709.00 | \$541.80 |
| 250 | Billow Morrow | 41,940.00 | 0.00892 | \$2,676.00 | \$535.20 |
| 251 | Astron Manufacturing | 41,880.00 | 0.00891 | \$2,673.00 | \$534.60 |
| 252 | Glosser Metal Company | 41,840.00 | 0.00890 | \$2,670.00 | \$534.00 |
| 253 | Dumes, Inc. | 41,760.00 | 0.00888 | \$2,664.00 | \$532.80 |
| 254 | Prairie Steel Company | 41,740.00 | 0.00888 | \$2,664.00 | \$532.80 |
| 255 | Lake Iron & Metal Company | 41,720.00 | 0.00888 | \$2,664.00 | \$532.80 |
| 256 | Midwest Industrial Metals | 41,716.00 | 0.00887 | \$2,661.00 | \$532.20 |
| 257 | Commercial Iron & Metal Co. | 41,600.00 | 0.00885 | \$2,655.00 | \$531.00 |
| 258 | J. & I. Metal Company | 41,580.00 | 0.00885 | \$2,655.00 | \$531.00 |
| 259 | URPS Metal Company | 41,580.00 | 0.00885 | \$2,655.00 | \$531.00 |
| 260 | Swan Rubber Company | 41,520.00 | 0.00883 | \$2,649.00 | \$529.80 |
| 261 | A & W Battery | 41,520.00 | 0.00883 | \$2,649.00 | \$529.80 |
| 262 | Union Compressed Steel | 41,360.00 | 0.00880 | \$2,640.00 | \$528.00 |
| 263 | Allied Metal Company | 41,250.00 | 0.00878 | \$2,634.00 | \$526.80 |
| 264 | Mc Graw Edison Company | 41,005.00 | 0.00872 | \$2,616.00 | \$523.20 |
| 265 | Herman Strauss Company | 40,980.00 | 0.00872 | \$2,616.00 | \$523.20 |
| 266 | Sam Allen & Son, Inc. | 40,940.00 | 0.00871 | \$2,613.00 | \$522.60 |
| 267 | Max Schneider | 40,500.00 | 0.00862 | \$2,586.00 | \$517.20 |

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| 268 | Batco, Inc. | 40,388.00 | 0.00859 | \$2,577.00 | \$515.40 |
| 269 | Barter Machinery & Supply Company | 40,259.00 | 0.00856 | \$2,568.00 | \$513.60 |
| 270 | S & R Metal Company | 40,000.00 | 0.00851 | \$2,553.00 | \$510.60 |
| 271 | Trinity Scrap | 40,000.00 | 0.00851 | \$2,553.00 | \$510.60 |
| 272 | I. J. Sobel & Sons | 40,000.00 | 0.00851 | \$2,553.00 | \$510.60 |
| 273 | Shapiro Brothers | 40,000.00 | 0.00851 | \$2,553.00 | \$510.60 |
| 274 | Highland Park Waste Material | 39,760.00 | 0.00846 | \$2,538.00 | \$507.60 |
| 275 | Martin Brothers Mill & Foundry Supply | 39,760.00 | 0.00846 | \$2,538.00 | \$507.60 |
| 276 | Summit Steel | 39,334.00 | 0.00837 | \$2,511.00 | \$502.20 |
| 277 | Siskin Steel & Supply | 39,300.00 | 0.00836 | \$2,508.00 | \$501.60 |
| 278 | St. Louis Bottle Iron & Metal Company | 39,152.00 | 0.00833 | \$2,499.00 | \$499.80 |
| 279 | Norm's Metal Company | 38,855.00 | 0.00827 | \$2,481.00 | \$496.20 |
| 280 | Stewart-Warner | 38,100.00 | 0.00811 | \$2,433.00 | \$486.60 |
| 281 | Samuel Hide & Metal | 37,576.00 | 0.00799 | \$2,397.00 | \$479.40 |
| 282 | Schupan & Sons, Inc. | 36,940.00 | 0.00786 | \$2,358.00 | \$471.60 |
| 283 | Plumbing Joint Apprenticeship Training | 36,081.00 | 0.00768 | \$2,304.00 | \$460.80 |
| 284 | Berkson Smelting Company | 35,285.00 | 0.00751 | \$2,253.00 | \$450.60 |
| 285 | Ladyman Engineering Enterprises | 34,580.00 | 0.00736 | \$2,208.00 | \$441.60 |
| 286 | Spartan Printing Company | 34,125.00 | 0.00726 | \$2,178.00 | \$435.60 |
| 287 | National Typographer, Inc. | 33,626.00 | 0.00715 | \$2,145.00 | \$429.00 |
| 288 | CBC, Inc. | 33,270.00 | 0.00708 | \$2,124.00 | \$424.80 |
| 289 | D. Pollack & Sons | 30,522.00 | 0.00649 | \$1,947.00 | \$389.40 |
| 290 | Plough, Inc. | 30,000.00 | 0.00638 | \$1,914.00 | \$382.80 |
| 291 | Triangle Metallurgical, Inc. | 29,024.00 | 0.00617 | \$1,851.00 | \$370.20 |
| 292 | Mac Glashen Enterprises | 28,425.00 | 0.00605 | \$1,815.00 | \$363.00 |
| 293 | Steel Baling Co., Inc. | 28,030.00 | 0.00596 | \$1,788.00 | \$357.60 |
| 294 | Continental Can Company | 26,427.00 | 0.00562 | \$1,686.00 | \$337.20 |
| 295 | Romak Industries | 25,400.00 | 0.00540 | \$1,620.00 | \$324.00 |
| 296 | I. C. M. S | 25,076.00 | 0.00533 | \$1,599.00 | \$319.80 |
| 297 | Reliance Battery Company | 25,060.00 | 0.00533 | \$1,599.00 | \$319.80 |
| 298 | Thermal Corporation | 24,880.00 | 0.00529 | \$1,587.00 | \$317.40 |
| 299 | Intsel Corporation | 24,250.00 | 0.00516 | \$1,548.00 | \$309.60 |
| 300 | American Recycling Company | 23,740.00 | 0.00505 | \$1,515.00 | \$303.00 |
| 301 | Renu Battery Service | 23,640.00 | 0.00503 | \$1,509.00 | \$301.80 |

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| 302 | 3-H Industries | 21,000.00 | 0.00447 | \$1,341.00 | \$268.20 |
| 303 | I. Deutch Company | 20,000.00 | 0.00425 | \$1,275.00 | \$255.00 |
| 304 | Pollack Hide & Fur | 20,000.00 | 0.00425 | \$1,275.00 | \$255.00 |
| 305 | Midwest Iron & Metal Co. | 19,658.00 | 0.00418 | \$1,254.00 | \$250.80 |
| 306 | James H. Tessem | 18,340.00 | 0.00390 | \$1,170.00 | \$234.00 |
| 307 | Ben Greenberg Company | 18,100.00 | 0.00385 | \$1,155.00 | \$231.00 |
| 308 | American National Can Company | 16,244.00 | 0.00346 | \$1,038.00 | \$207.60 |
| 309 | Tri-City Scrap Company | 16,078.00 | 0.00342 | \$1,026.00 | \$205.20 |
| 310 | Atchinson & Brown Standard Service | 15,700.00 | 0.00334 | \$1,002.00 | \$200.40 |
| 311 | Comfort Printing and Stationery Co. | 15,000.00 | 0.00319 | \$957.00 | \$191.40 |
| 312 | Unicor Federal Prison Industries, Inc. | 14,175.00 | 0.00302 | \$906.00 | \$181.20 |
| 313 | Meyer Battery Service | 14,060.00 | 0.00299 | \$897.00 | \$179.40 |
| 314 | Albin Co. | 12,390.00 | 0.00264 | \$792.00 | \$158.40 |
| 315 | University of Illinois at Urbana | 12,018.00 | 0.00256 | \$768.00 | \$153.60 |
| 316 | CNC Industries, Inc. | 11,032.00 | 0.00235 | \$705.00 | \$141.00 |
| 317 | William Lans Company | 10,000.00 | 0.00213 | \$639.00 | \$127.80 |
| | Total Amount | 134,942,877.70 | 28.70517 | \$8,611,551.00 | \$1,722,310.20 |